

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

LOCAL UNION NO. 626, UNITED : **CIVIL ACTION**
BROTHERHOOD OF CARPENTERS :
AND JOINERS OF AMERICA : **NO. 02-cv-2761**
PENSION FUND, et al., :
Plaintiffs :
: **v.** :
MIDDLE STATES DRYWALL, INC., :
et al., :
Defendants :

**ANSWER OF ALN CONSTRUCTION,
BRENDA PETERSON AND GREG PETERSON
TO PLAINTIFFS' AMENDED COMPLAINT**

Defendants ALN Construction, Brenda Peterson, Greg Peterson
(collectively “ALN”), do hereby answer the Amended Complaint in this matter in
accordance with the numbered paragraphs thereof as follows:

JURISDICTION

1. Admitted.
2. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

VENUE

3. Admitted.

PARTIES

4. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

5. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

6. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

7. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

8. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

9. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

10. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

11. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

12. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

13. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

14. It is admitted that ALN Construction is a corporation and that it has an address listed in the caption of this matter. All of the remaining allegations of this paragraph are denied.

15. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

16. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

17. Denied.

18. Admitted that Greg Peterson is the husband of Brenda Peterson. All of the remaining allegations of this paragraph are denied.

COMMON FACTS

19. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

20. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

21. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

22. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

23. It is admitted that Exhibit 1 is authentic. All of the remaining allegations of this paragraph are denied, inasmuch as Exhibit 1 speaks for itself.

24. It is admitted that Exhibit 1 is authentic. All of the remaining allegations of this paragraph are denied, inasmuch as Exhibit 2 speaks for itself.

25. The allegations of this paragraph comprise conclusions of law to which no responsive pleading is required.

26. It is denied the Brenda Peterson has defaulted under the terms of the Settlement Agreement. All of the remaining allegation of this paragraph are denied.

27. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

28. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

29. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

COUNT I – AMOUNTS DUE UNDER CONTRACT – SUM CERTAIN

FUNDS

v.

CBI

30. The averments and responses contained in paragraphs 1 through and including 29 hereof are incorporated herein by reference as if fully set forth.

31. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

32. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

WHEREFORE, Defendants ALN Construction, Brenda Peterson and Greg Peterson demand that the Complaint against them in this matter be dismissed and that judgment be entered in their favor and against Plaintiffs, together with

an award of interest, costs and attorneys' fees if allowed by law, and such other relief as this Court deems just and proper.

COUNT II – CONTRIBUTIONS UNDER ERISA – SUM CERTAIN

FUNDS

v.

COMPANY

33. The averments and responses contained in paragraphs 1 through and including 32 hereof are incorporated herein by reference as if fully set forth.

34. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

35. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

WHEREFORE, Defendants ALN Construction, Brenda Peterson and Greg Peterson demand that the Complaint against them in this matter be dismissed and that judgment be entered in their favor and against Plaintiffs, together with an award of interest, costs and attorneys' fees if allowed by law, and such other relief as this Court deems just and proper.

COUNT III – AMOUNTS DUE UNDER SETTLEMENT AGREEMENT

FUNDS

v.

COLDIRON COMPANIES AND J.D. COLDIRON, J.R. COLDIRON

AND B. PETERSON

36. The averments and responses contained in paragraphs 1 through and including 35 hereof are incorporated herein by reference as if fully set forth.

37. Denied.

38. Denied.

39. Denied.

WHEREFORE, Defendants ALN Construction, Brenda Peterson and Greg Peterson demand that the Complaint against them in this matter be dismissed and that judgment be entered in their favor and against Plaintiffs, together with an award of interest, costs and attorneys' fees if allowed by law, and such other relief as this Court deems just and proper.

COUNT IV – AMOUNTS DUE UNDER SETTLEMENT AGREEMENT

FUNDS

v.

CBI

40. The averments and responses contained in paragraphs 1 through and including 39 hereof are incorporated herein by reference as if fully set forth.

41. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

42. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

43. Since the allegations of this paragraph pertain to a party other than ALN, no answer is required. To the extent that response is required from ALN, after reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

WHEREFORE, Defendants ALN Construction, Brenda Peterson and Greg Peterson demand that the Complaint against them in this matter be dismissed and that judgment be entered in their favor and against Plaintiffs, together with an award of interest, costs and attorneys' fees if allowed by law, and such other relief as this Court deems just and proper.

COUNT V – DELAWARE FRAUDULENT CONVEYANCE

FUNDS

v.

ALN, B. PETERSON AND G. PETERSON

44. The averments and responses contained in paragraphs 1 through and including 43 hereof are incorporated herein by reference as if fully set forth.

45. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph that MSD has ceased to do business. They are therefore denied. The remaining allegations of this paragraph comprise conclusions of law to which no responsive pleading is required.

46. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

47. Denied.

48. Denied.

49. Denied.

50. It is denied that ALN Construction, Brenda Peterson or Greg Peterson had notice of a “claim” of the Funds. The allegations of this paragraph comprise conclusions of law to which no responsive pleading is required.

51. Denied.

52. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

53. The allegations of this paragraph comprise conclusions of law to which no responsive pleading is required.

54. The allegations of this paragraph comprise conclusions of law to which no responsive pleading is required.

55. Denied.

56. The allegations of this paragraph comprise conclusions of law to which no responsive pleading is required.

WHEREFORE, Defendants ALN Construction, Brenda Peterson and Greg Peterson demand that the Complaint against them in this matter be dismissed and that judgment be entered in their favor and against Plaintiffs, together with an award of interest, costs and attorneys' fees if allowed by law, and such other relief as this Court deems just and proper.

COUNT VI – CONSTRUCTIVE TRUST

FUNDS

v.

COLDIRON, CEI, CBI AND ALN

56. [sic] The averments and responses contained in paragraphs 1 through and including 56 hereof are incorporated herein by reference as if fully set forth.

57. Denied.

58. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

WHEREFORE, Defendants ALN Construction, Brenda Peterson and Greg Peterson demand that the Complaint against them in this matter be dismissed and that judgment be entered in their favor and against Plaintiffs, together with an award of interest, costs and attorneys' fees if allowed by law, and such other relief as this Court deems just and proper.

COUNT VII – CONVERSION

FUNDS

v.

COLDIRON, CEI, CBI AND ALN

59. The averments and responses contained in paragraphs 1 through and including 58 hereof are incorporated herein by reference as if fully set forth.

60. Denied.

61. To the extent that this allegation is intelligible, it is denied.

62. Denied.

WHEREFORE, Defendants ALN Construction, Brenda Peterson and Greg Peterson demand that the Complaint against them in this matter be dismissed and that judgment be entered in their favor and against Plaintiffs, together with

an award of interest, costs and attorneys' fees if allowed by law, and such other relief as this Court deems just and proper.

COUNT VIII – AUDIT

FUNDS

v.

ALL DEFENDANTS

63. The averments and responses contained in paragraphs 1 through and including 62 hereof are incorporated herein by reference as if fully set forth.

64. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

65. It is denied that ALN has any information which would enable the Plaintiffs to ascertain or plead the precise nature, extent or amount of any delinquency, if any, which is owed to them by any of the defendants in this action. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph. They are therefore denied.

66. It is denied that any documents in the possession of ALN were destroyed. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph. They are therefore denied.

67. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. They are therefore denied.

68. It is admitted that no audit of the books of ALN has been performed. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph. They are therefore denied.

69. It is denied that ALN Construction, Brenda Peterson or Greg Peterson have any obligation to the Plaintiffs to allow an audit. After reasonable investigation, ALN is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph. They are therefore denied.

70. The allegations of this paragraph comprise conclusions of law to which no responsive pleading is required.

71. The allegations of this paragraph comprise conclusions of law to which no responsive pleading is required.

WHEREFORE, Defendants ALN Construction, Brenda Peterson and Greg Peterson demand that the Complaint against them in this matter be dismissed and that judgment be entered in their favor and against Plaintiffs, together with an award of interest, costs and attorneys' fees if allowed by law, and such other relief as this Court deems just and proper.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs fail to state a claim against ALN upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs have released ALN from the claims asserted in this action.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs have waived their rights, if any, to bring this action against ALN.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs are estopped from bringing this action.

FIFTH AFFIRMATIVE DEFENSE

ALN has received no consideration for the contractual obligations asserted in this action.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs are barred from bringing this action by the doctrine or laches.

FLAMM, BOROFF & BACINE, PC

925 Harvest Drive

Blue Bell, PA 19422

Telephone: 215 239 6001

Facsimile: 215 239 6060

BY: _____

Walter H. Flamm, Jr.

Attorney for Defendants ALN

Construction, Brenda Peterson

and Greg Peterson

CERTIFICATE OF SERVICE

I certify that I have served a copy of the foregoing Answer of Defendants ALN Construction, Brenda Peterson and Greg Peterson to Complaint by placing a copy of it in the United States Mail addressed to:

Shelley R. Goldner Esquire
Jennings Sigmond
Penn Mutual Towers, 16th Floor
510 Walnut Street, Independence Square
Philadelphia, PA 19106-3683

Date: December 10, 2002

Walter H. Flamm, Jr.